

1 BILL NO. S-83-03- 40

2 SPECIAL ORDINANCE NO. S- 68-82

3 AN ORDINANCE approving a contract.  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Bowen Engineering Corporation  
7 for Res. #375-82, for repairs at  
8 Water Pollution Control Plant.

9 NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,  
12 by the City of Fort Wayne by and through its Board of Public  
13 Works and Bowen Engineering Corporation, for Res. #375-82, for  
14 repairs at the Water Pollution Control Plant, is hereby ratified  
15 and affirmed and approved in all respects. The work under said  
16 Contract requires:

17 contract covers flood damage listed under  
18 the following Federal Management Agency  
19 Damage Survey Report Numbers; for emer-  
20 gency repairs to be completed at the Waste-  
21 water Treatment Plant:

22 047106 - Resurface Drives  
23 047103 - Replace Broken Curbs  
24 047107 - Repair Construction Joints  
25 046108 - Misc. Repairs & Cleaning  
26 047110 - Repair Aeration Bldg. Oper-  
27 ations Floor & area Restoration  
28 047131 - Repair Leak at Morton  
29 Street Pump Station  
30 042047 - Misc. Floodproofing;

31 the Contract price is One Hundred Two Thousand Nine Hundred  
32 Seventy and No/100 Dollars (\$102,970.00).

SECTION 2. Prior approval was received from Council  
with respect to this Contract on December 20, 1982. Two (2)  
copies of the Contract attached hereto are on file with the City  
Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force

1 Page Two

2  
3 and effect from and after its passage and any and all necessary  
4 approval by the Mayor.

5  
6   
7 Councilmember

8 APPROVED AS TO FORM  
9 AND LEGALITY

10   
11 Bruce O. Boxberger, City Attorney  
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Read the first time in full and on motion by Talarico, seconded by Jim Quanta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

DATE: 3-22-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Jim, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 4-12-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) NO. 1-68-83 on the 12th day of April, 1983.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of April, 1983, at the hour of 11:30 o'clock A. .M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of April, 1983, at the hour of 10 o'clock A. .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



CONTRACT

72-165-2  
12/16/82

THIS CONTRACT, made the 16th day of December, 1982, by and between BOWEN ENGINEERING CORPORATION, Indianapolis, Indiana, hereinafter called the "CONTRACTOR" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of RESOLUTION NO. 375-82 - GROUP 6A, MISCELLANEOUS REPAIRS AT WATER POLLUTION CONTROL PLANT, DSR Nos. 047106, 047103, 047107, 047108, 047110, 047131, 042047, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of One Hundred Two Thousand, Nine Hundred Seventy Dollars (\$102,970.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
  - a. General & Supplemental Conditions of the Contract
  - b. Instructions to Bidders
  - c. Detailed Specifications
  - d. FEMA regulations
  - e. EEO requirements
  - f. City Standards & Specifications
5. Drawings
  - a. Detailed Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship which may be or

which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Barbara H Zook  
Secretary  
Title

BOWEN ENGINEERING CORPORATION  
Contractor

By Robert L Bowen  
President  
Title

(SEAL)

ATTEST:

Sandra E Kennedy  
Clerk - Bd of Works  
Title

CITY OF FORT WAYNE, INDIANA  
Owner

By [Signature]  
Deputy R. Collins  
Title

Its Board of Public Works

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, BOWEN ENGINEERING CORPORATION, as principal, and \_\_\_\_\_

Insurance Company of North America, as surety, are held

and firmly bound unto the City of Fort Wayne, Indiana, for the benefit of the Board of Public Works, hereinafter called the Owner, in the penal sum of One Hundred Two Thousand, Nine Hundred Seventy Dollars (\$102,970.00) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 12th day of December, 1982.

The condition of this obligation is such that, whereas the above named principal did, on the 12th day of December, 1982, enter into a contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of RESOLUTION NO. 375-82, GROUP 6A, MISCELLANEOUS REPAIRS AT WATER POLLUTION CONTROL PLANT, DSR NOS. 047106, 047103, 047107, 047108, 047110, 047131, 042047, as described and defined in said contract and in the specifications and drawings prepared by Bonar & Associates, Inc., which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of One Hundred Two Thousand, Nine Hundred Seventy Dollars (\$102,970.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC-5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and

said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 12th day of December, 1982, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

ATTEST:

Barbara H Zork

BOWEN ENGINEERING CORPORATION

Principal

By Robert L Bowen  
Authorized Agent

ATTEST:

Virginia Vosa

Insurance Company of North America

Surety


Mary Ann Downard  
Attorney-in-Fact  
Mary Ann Downard, Attorney-in-Fact



BILL NO. S-83-03-40

## REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract by the City of Fort Wayne by and through its  
Board of Public Works and Bowen Engineering Corporation for Res. #375-82,  
for repairs at Water Pollution Control Plant

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE  PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GiaQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

4-15-83 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK



Admn. Appr. \_\_\_\_\_

DIGEST SHEET

S-83-03-40

TITLE OF ORDINANCE Contract between Bowen Engineering Corp. & City for Res. 375DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract covers flood damage listed under the following Federal Management Agency Damage Survey Report Numbers: These are for emergency repairs to be completed at the Wastewater Treatment Plant.

047106 - Resurface Drives047103 - Replace Broken Curbs047107 - Repair Construction Joints046108 - Misc. Repairs & Cleaning047110 - Repair Aeration Bldg. Operations Floor  
& area Restoration047131 - Repair Leak at Morton Street Pump Station042047 - Misc. FloodproofingPRIOR APPROVAL RECEIVED 12/20/82EFFECT OF PASSAGE Repair flood damage.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$102,970.00

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_